

Diamond Stay

Website Terms & Conditions

Table of Contents

1. Acceptance of These Terms.....	1
2. Company Description.....	1
3. Definitions.....	1
4. Eligibility.....	1
5. Scope of Services.....	1
6. Reservation Process.....	1
7. Account Registration.....	1
8. Accuracy of Information.....	1
9. Intellectual Property Rights.....	1
10. License to Use the Website.....	1
11. Pricing and Availability.....	1
12. Taxes, Fees, and Additional Charges.....	1
13. Payment Terms.....	1
14. Credit Card Authorization.....	1
15. Fraud Prevention and Payment Verification.....	1
16. Third-Party Payment Processors.....	1
17. Virtual Credit Cards.....	1
18. Modification of Reservations.....	1
19. Cancellation Policy.....	1
20. Non-Refundable Reservations.....	1
21. No-Show Policy.....	1
22. Refund Policy.....	1
23. Chargebacks.....	1
24. Early Departures.....	1
25. Force Majeure.....	1
26. Acceptable Use.....	1

27. Prohibited Activities.....	1
28. User Content.....	1
29. Reviews and Ratings.....	1
30. Intellectual Property Enforcement.....	1
31. Copyright Infringement (DMCA Notice).....	1
32. Third-Party Links and Services.....	1
33. Website Availability.....	1
34. Disclaimer of Warranties.....	1
35. Limitation of Liability.....	1
36. Indemnification.....	1
37. Governing Law.....	1
38. Dispute Resolution.....	1
39. Electronic Communications.....	1
40. Changes to These Terms.....	1
41. Severability.....	1
42. Waiver.....	1
43. Assignment.....	1
44. Entire Agreement.....	1
45. Contact Information.....	1

1. Acceptance of These Terms

Welcome to **Diamond Stay** ("Diamond Stay," "Company," "we," "our," or "us").

These Website Terms and Conditions ("Terms") govern your access to and use of the Diamond Stay website, mobile applications, reservation platform, customer support services, and any related products or services (collectively, the "Website").

By accessing, browsing, registering for an account, requesting information, making a reservation, submitting payment, or otherwise using the Website, you acknowledge that you have read, understood, and agree to be legally bound by these Terms and our Privacy Policy.

If you do not agree with these Terms, you must immediately discontinue use of the Website.

These Terms constitute a legally binding agreement between you and Diamond Stay.

2. Company Description

Diamond Stay operates as an **online travel agency ("OTA") and reservation intermediary**.

Diamond Stay facilitates reservations between travelers and independent accommodation providers, including but not limited to hotels, resorts, apartments, vacation rentals, and other lodging providers.

Unless expressly stated otherwise:

- Diamond Stay does not own or operate the accommodations listed on the Website.
- Diamond Stay is not the merchant of record for every reservation.
- Diamond Stay is not responsible for the operation of hotels.
- Hotels remain solely responsible for the accommodations they provide.

Diamond Stay's responsibility is limited to facilitating reservations and processing transactions where applicable.

3. Definitions

For purposes of these Terms:

Accommodation

Any hotel, motel, resort, apartment, vacation rental, hostel, condominium, or lodging establishment available for reservation through the Website.

Booking

A reservation made through the Website.

Customer

Any individual or entity using the Website.

Guest

Any person occupying an accommodation.

Reservation Confirmation

An electronic confirmation issued after a reservation has been successfully accepted.

Supplier

The hotel or accommodation provider.

Website

The Diamond Stay website, booking engine, mobile applications, APIs, and related services

4. Eligibility

You represent and warrant that:

- You are at least eighteen (18) years of age.
- You possess legal capacity to enter into contracts.
- You are authorized to use any payment method submitted.
- All information you provide is accurate and complete.
- You will update inaccurate information promptly.

Diamond Stay may refuse service to any person at its sole discretion to the extent permitted by law.

5. Scope of Services

Diamond Stay provides technology allowing customers to:

- Search accommodations
- Compare prices
- Check availability
- Book accommodations
- Modify eligible reservations
- Cancel eligible reservations
- Receive reservation confirmations
- Contact customer support

Availability shown on the Website is supplied by accommodation providers and third-party reservation systems.

Diamond Stay cannot guarantee that availability displayed remains available until a reservation has been confirmed.

6. Reservation Process

Reservations are completed only after:

- Required guest information is submitted;
- Payment authorization is successfully obtained (if applicable);
- Fraud screening is completed;

- The reservation is accepted by the reservation system;
- A Reservation Confirmation is issued.

A reservation is **not confirmed** merely because payment information has been entered. If a reservation cannot be confirmed, Diamond Stay may cancel the transaction and refund any payment received, where applicable..

7. Account Registration

Certain Website features require creating an account.

Users agree to:

- Maintain accurate information;
- Protect login credentials;
- Notify Diamond Stay immediately of unauthorized account access;
- Accept responsibility for activity under their account.

Diamond Stay may suspend or terminate accounts that violate these Terms.

8. Accuracy of Information

Although Diamond Stay attempts to ensure accuracy, we do not warrant that descriptions, prices, photographs, amenities, availability, maps, ratings, or reviews are free from errors. Accommodation providers supply much of the information displayed.

Diamond Stay reserves the right to correct:

- Pricing errors;
- Availability errors;
- Typographical mistakes;
- Image inaccuracies;
- Mapping errors;
- Hotel descriptions.

If an obvious pricing error occurs, Diamond Stay may cancel the reservation and refund amounts paid.

9. Intellectual Property Rights

Unless otherwise indicated, all content on the Website is owned by Diamond Stay or licensed to Diamond Stay, including:

- trademarks;
- service marks;
- logos;
- software;
- booking technology;
- databases;
- page layouts;
- photographs;

- videos;
- graphics;
- icons;
- text;
- source code;
- object code;
- compilations;
- designs;
- documentation.

All intellectual property is protected under:

- United States Copyright Act;
- United States Trademark Act;
- Florida law;
- international copyright treaties;
- other applicable intellectual property laws.

No user acquires ownership rights through use of the Website.

Users may not:

- reproduce Website content;
- copy hotel descriptions;
- scrape pricing data;
- scrape availability;
- use robots or crawlers;
- create derivative works;
- reverse engineer software;
- distribute content without permission;
- use Diamond Stay trademarks without written authorization.

Unauthorized use may result in civil and criminal penalties.

10. License to Use the Website

Diamond Stay grants users a limited, revocable, non-exclusive, non-transferable license to access the Website solely for personal or legitimate business travel purposes.

This license does not permit:

- resale of reservations;
- commercial scraping;
- automated searches;
- data mining;
- reproduction;
- republication;
- software extraction;
- reverse engineering;
- competitive analysis using automated tools.

Diamond Stay reserves all rights not expressly granted.

11. Pricing and Availability

Diamond Stay displays accommodation rates and availability supplied by hotels, property managers, wholesalers, global distribution systems (GDS), channel managers, and other third-party suppliers.

While Diamond Stay makes reasonable efforts to ensure that pricing and availability are accurate, all rates are subject to change without prior notice until a reservation has been confirmed.

Published prices may vary based on:

- Travel dates
- Room availability
- Occupancy
- Promotions
- Market demand
- Taxes
- Currency exchange rates
- Hotel pricing updates
- Supplier corrections

A reservation is not confirmed until a confirmation number has been issued.

Diamond Stay reserves the right to cancel reservations resulting from obvious pricing, availability, or technical errors.

If such an error occurs after payment has been processed, Diamond Stay will notify the customer and refund any amounts collected, unless the customer elects to accept a corrected rate when available

12. Taxes, Fees, and Additional Charges

Displayed prices may include:

- Room charges
- Applicable taxes
- Government-imposed fees
- Booking fees (if applicable)
- Service charges

Some accommodations may collect additional charges directly from guests at check-in or check-out, including but not limited to:

- Resort fees
- Destination fees
- Parking fees
- Pet fees
- Incidental deposits
- Security deposits
- Energy surcharges
- Tourism taxes

- Municipal occupancy taxes

Diamond Stay is not responsible for charges imposed directly by accommodation providers that were disclosed during the booking process or at the property.

Guests remain responsible for all charges incurred during their stay.

13. Payment Terms

Payment requirements vary by accommodation and rate plan.

Depending on the reservation selected, payment may be:

- Collected immediately at the time of booking;
- Collected by Diamond Stay before arrival;
- Collected directly by the accommodation provider upon arrival or departure;
- Processed in multiple installments where offered.

Diamond Stay accepts major credit cards and other payment methods made available during the booking process.

Accepted payment methods may change without prior notice.

The customer authorizes Diamond Stay or the applicable supplier to charge the selected payment method for:

- Room charges;
- Taxes;
- Service fees;
- Booking fees;
- Cancellation fees;
- No-show charges;
- Applicable adjustments;
- Other authorized amounts relating to the reservation.

Payments are processed in U.S. Dollars (USD) unless otherwise specified.

Customers are responsible for any fees imposed by their financial institution, including foreign transaction fees or currency conversion charges.

14. Credit Card Authorization

By submitting a credit or debit card, the customer represents and warrants that:

- The payment method belongs to the customer or the customer is authorized to use it;
- Sufficient funds or available credit exist;
- The information provided is accurate;
- The customer authorizes all applicable charges related to the reservation.

Diamond Stay may obtain:

- Pre-authorizations;
- Incremental authorizations;
- Partial authorizations;
- Identity verification authorizations.

A temporary authorization hold does not necessarily represent a completed charge and may remain pending according to the customer's financial institution.

15. Fraud Prevention and Payment Verification

To protect customers, hotels, and payment providers, Diamond Stay reserves the right to perform fraud prevention procedures before confirming any reservation.

Verification measures may include:

- Identity verification;
- Address verification;
- CVV verification;
- Device fingerprinting;
- IP address analysis;
- Fraud scoring;
- Telephone verification;
- Email verification;
- Requests for additional documentation.

Diamond Stay may request government-issued identification or proof of payment ownership when fraud is reasonably suspected.

Failure to complete requested verification may result in reservation cancellation without liability to Diamond Stay.

16. Third-Party Payment Processors

Payment processing may be provided by independent third-party payment processors.

Diamond Stay is not responsible for errors, interruptions, delays, or security incidents attributable to third-party payment processors beyond Diamond Stay's reasonable control.

Use of third-party payment services is subject to the terms and conditions of the applicable payment provider.

17. Virtual Credit Cards

Certain reservations received through third-party travel agencies or online travel platforms may be paid using virtual credit cards issued by those platforms.

Diamond Stay may process authorized virtual payment cards only in accordance with the terms established by the issuing platform.

Unauthorized attempts to charge virtual payment cards outside the permitted authorization window may be declined.

Diamond Stay is not responsible for payment restrictions imposed by third-party issuers of virtual cards.

18. Modification of Reservations

Reservation modifications are subject to:

- Hotel availability;
- Applicable rate differences;
- Supplier approval;
- Cancellation restrictions;
- Promotional rate limitations.

Modification requests may include:

- Date changes;
- Guest name corrections;
- Occupancy adjustments;
- Room type changes.

Additional charges may apply.

Certain reservations cannot be modified and instead require cancellation followed by a new reservation.

19. Cancellation Policy

Cancellation policies vary by accommodation and reservation type.

The applicable cancellation policy is displayed before the reservation is completed and forms part of the booking agreement.

Reservations may be:

- Fully refundable;
- Partially refundable;
- Non-refundable.

Customers are responsible for reviewing the cancellation terms before completing a reservation.

Failure to review these terms does not relieve the customer of applicable cancellation charges.

20. Non-Refundable Reservations

Reservations designated as **Non-Refundable, Advance Purchase, Special Promotion**, or similar are not eligible for refunds following confirmation except where required by applicable law.

Failure to arrive, voluntary cancellation, early departure, or changes of travel plans generally do not create entitlement to a refund for non-refundable reservations.

If you want to cancel your reservation for any reason, it must be performed with a minimum of 72 hours in advance, for a full refund. Otherwise, the hotel will charge the first night for “No Show”. If the reservation was made during high season, the hotel will not reimburse your payment, without exception. If you have any questions regarding high season calendar, please contact us at info@diamondstay.com

21. No-Show Policy

A reservation is considered a "No-Show" when the guest fails to check in on the scheduled arrival date without prior cancellation in accordance with the applicable cancellation policy.

Hotels may charge:

- One night's stay;
- The full reservation amount;
- Applicable taxes and fees,

depending upon the property's policy.

Diamond Stay is not responsible for no-show charges assessed by accommodation providers.

22. Refund Policy

Refund eligibility depends on:

- The accommodation's cancellation policy;
- The reservation type;
- Applicable law;
- Whether payment was collected by Diamond Stay or directly by the accommodation provider.

When Diamond Stay receives an authorized refund from the accommodation provider, eligible refunds will generally be processed to the original payment method.

Processing times vary by financial institution and may take between **5 and 10 business days**, although some issuers may require additional time.

Refunds will not be issued for:

- No-show reservations;
- Non-refundable bookings;
- Early departures;
- Unused services;
- Guest dissatisfaction unrelated to Diamond Stay's booking services, except where required by law.

23. Chargebacks

Customers agree to contact Diamond Stay before initiating a payment dispute or chargeback with their card issuer.

If a chargeback is initiated for a valid reservation, Diamond Stay reserves the right to provide reservation records, payment authorizations, communications, and supporting documentation to the payment processor or issuing bank.

Fraudulent or abusive chargebacks may result in:

- Reservation cancellation;
- Suspension of user accounts;
- Collection activities;

Recovery of reasonable costs incurred in defending the chargeback, where permitted by law

24. Early Departures

Guests who voluntarily depart prior to the scheduled check-out date may not be entitled to refunds.

Whether any refund is provided is determined by the accommodation provider's policy.

Diamond Stay has no obligation to issue refunds for unused nights unless required by law or authorized by the accommodation provider.

25. Force Majeure

Neither Diamond Stay nor any accommodation provider shall be liable for delays, cancellations, or inability to perform obligations caused by events beyond reasonable control, including but not limited to:

- Natural disasters
- Hurricanes
- Floods
- Fires
- Pandemics
- Epidemics
- Government actions
- Travel restrictions
- Civil unrest
- Terrorism
- Labor disputes
- Utility failures
- Internet outages
- Cybersecurity incidents affecting third-party providers

In such circumstances, refunds, credits, or reservation modifications will be governed by the applicable accommodation provider's policies and any mandatory legal requirements.

26. Acceptable Use

The Website is provided solely for lawful personal and legitimate business travel purposes.

You agree to use the Website responsibly and in compliance with these Terms and all applicable federal, state, local, and international laws and regulations.

You agree that you will not use the Website in any manner that interferes with its operation, compromises its security, infringes the rights of others, or violates applicable law.

Diamond Stay reserves the right to investigate any suspected misuse of the Website.

27. Prohibited Activities

Without limiting the foregoing, you agree that you will not:

- Make fraudulent reservations.
- Make speculative, false, or fictitious bookings.
- Use stolen or unauthorized payment methods.
- Misrepresent your identity.
- Provide false guest information.
- Circumvent payment or fraud prevention systems.
- Attempt to gain unauthorized access to the Website or any related systems.
- Introduce viruses, malware, ransomware, spyware, or other malicious code.
- Interfere with or disrupt the Website's operation.
- Conduct denial-of-service (DoS) or distributed denial-of-service (DDoS) attacks.
- Use bots, scripts, spiders, scrapers, crawlers, or automated tools to collect data or make reservations without Diamond Stay's written authorization.
- Copy, reproduce, distribute, modify, or create derivative works from Website content.
- Use the Website to compete with Diamond Stay or to develop a competing service.
- Resell reservations without authorization.
- Violate the intellectual property rights of Diamond Stay or any third party.
- Upload unlawful, defamatory, obscene, threatening, discriminatory, or otherwise offensive content.
- Engage in any activity that could damage Diamond Stay's reputation or business operations.

Diamond Stay may suspend or terminate access for any user engaging in prohibited activities and may pursue any remedies available under applicable law.

28. User Content

If the Website allows users to submit reviews, comments, photographs, suggestions, or other content ("User Content"), you represent and warrant that:

- You own or have the necessary rights to submit the content.
- Your content is truthful and accurate.
- Your content does not infringe any third-party rights.
- Your content does not contain unlawful, defamatory, or offensive material.

By submitting User Content, you grant Diamond Stay a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and sublicensable license to use, reproduce, modify, publish, display, distribute, and create derivative works from such content for any lawful business purpose.

Diamond Stay may remove User Content at its sole discretion.

29. Reviews and Ratings

Customer reviews are opinions of individual users and do not necessarily reflect the views of Diamond Stay.

Diamond Stay does not guarantee the accuracy, completeness, or reliability of reviews posted by users.

Diamond Stay reserves the right to remove reviews that:

- Contain profanity or abusive language.
- Include personal information.
- Are fraudulent or misleading.
- Promote illegal activity.
- Violate these Terms.
- Are unrelated to the accommodation or booking experience.

30. Intellectual Property Enforcement

All trademarks, logos, service marks, trade names, graphics, software, databases, page layouts, and other proprietary materials displayed on the Website are the exclusive property of Diamond Stay or its licensors.

Unauthorized use of any intellectual property is strictly prohibited.

Diamond Stay reserves the right to pursue all available legal remedies for violations, including injunctive relief, damages, attorneys' fees where permitted by law, and any other remedies available under applicable intellectual property laws.

31. Copyright Infringement (DMCA Notice)

Diamond Stay respects the intellectual property rights of others.

If you believe that material available on the Website infringes your copyright, you may submit a written notice containing:

- Identification of the copyrighted work claimed to have been infringed.
- Identification of the allegedly infringing material.
- Your contact information.
- A statement that you have a good-faith belief that the use is unauthorized.
- A statement, under penalty of perjury, that the information in the notice is accurate and that you are authorized to act on behalf of the copyright owner.
- Your physical or electronic signature.

Diamond Stay will investigate and respond to valid notices in accordance with applicable U.S. copyright law.

32. Third-Party Links and Services

The Website may contain links to third-party websites, services, or applications, including accommodation providers, payment processors, mapping services, and travel-related partners.

Diamond Stay does not own or control these third-party services and is not responsible for:

- Their content;
- Their privacy practices;
- Their availability;
- Their products or services;
- Their terms and conditions.

Access to third-party websites is at your own risk.

33. Website Availability

Diamond Stay strives to maintain continuous Website availability but does not guarantee uninterrupted access.

The Website may be unavailable due to:

- Scheduled maintenance;
- System upgrades;
- Internet failures;
- Telecommunications outages;
- Cybersecurity incidents;
- Third-party service interruptions;
- Events beyond Diamond Stay's reasonable control.

Diamond Stay shall not be liable for temporary interruptions or delays in Website availability.

34. Disclaimer of Warranties

To the fullest extent permitted by law, the Website and all services are provided on an "AS IS" and "AS AVAILABLE" basis.

Diamond Stay disclaims all warranties, whether express, implied, statutory, or otherwise, including any implied warranties of:

- Merchantability;
- Fitness for a particular purpose;
- Title;
- Non-infringement;
- Accuracy;
- Reliability;
- Availability.

Diamond Stay does not warrant that:

- The Website will operate without interruption;
- The Website will be free of errors;
- Defects will be corrected immediately;
- The Website will be free from viruses or other harmful components.

35. Limitation of Liability

To the fullest extent permitted by applicable law, Diamond Stay shall not be liable for any:

- Indirect damages;
- Incidental damages;
- Special damages;
- Consequential damages;
- Exemplary damages;
- Punitive damages;
- Lost profits;
- Lost revenue;
- Loss of business opportunities;
- Loss of goodwill;
- Data loss.

Diamond Stay is not responsible for:

- Hotel overbookings;
- Service quality provided by accommodations;
- Guest injuries occurring at accommodations;
- Acts or omissions of accommodation providers;
- Travel disruptions;
- Government restrictions;
- Force majeure events.

In no event shall Diamond Stay's aggregate liability exceed the total amount actually paid by the customer to Diamond Stay for the reservation giving rise to the claim.

Some jurisdictions do not permit certain liability limitations; in such jurisdictions, this limitation applies only to the maximum extent permitted by law.

36. Indemnification

You agree to defend, indemnify, and hold harmless Diamond Stay, its affiliates, officers, directors, employees, contractors, agents, licensors, and service providers from and against any claims, liabilities, damages, losses, judgments, settlements, costs, and reasonable attorneys' fees arising out of or relating to:

- Your breach of these Terms;
- Your misuse of the Website;
- Your violation of applicable law;
- Your infringement of the rights of any third party;
- Fraudulent or unauthorized use of payment methods;
- Any User Content submitted by you.

37. Governing Law

If a dispute arises, the parties agree to first attempt to resolve the matter through good-faith negotiations by contacting Diamond Stay's Customer Support Department.

If the dispute cannot be resolved informally, either party may pursue legal remedies as provided in these Terms.

Unless otherwise required by applicable law, any legal action shall be brought exclusively in the state or federal courts located in **Miami-Dade County, Florida**, and each party consents to the jurisdiction and venue of those courts.

Nothing in these Terms limits Diamond Stay's right to seek injunctive or equitable relief to protect its intellectual property, confidential information, or other legal rights.

38. Dispute Resolution

If a dispute arises, the parties agree to first attempt to resolve the matter through good-faith negotiations by contacting Diamond Stay's Customer Support Department.

If the dispute cannot be resolved informally, either party may pursue legal remedies as provided in these Terms.

Unless otherwise required by applicable law, any legal action shall be brought exclusively in the state or federal courts located in **Miami-Dade County, Florida**, and each party consents to the jurisdiction and venue of those courts.

Nothing in these Terms limits Diamond Stay's right to seek injunctive or equitable relief to protect its intellectual property, confidential information, or other legal rights.

39. Electronic Communications

By using the Website, you consent to receive communications electronically, including:

- Reservation confirmations;
- Invoices and receipts;
- Booking updates;
- Customer service communications;
- Security notices;
- Legal notices;
- Changes to these Terms.

Electronic communications satisfy any legal requirement that such communications be in writing.

40. Changes to These Terms

Diamond Stay reserves the right to modify these Terms at any time.

Material changes will become effective upon posting the revised Terms on the Website or as otherwise communicated to users.

The "Last Updated" date at the beginning of these Terms will indicate the most recent revision.

Continued use of the Website after revised Terms become effective constitutes acceptance of the updated Terms.

41. Severability

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be interpreted or modified, if possible, to reflect the original intent while remaining enforceable under applicable law.

42. Waiver

No waiver by Diamond Stay of any provision of these Terms shall be deemed a continuing waiver of that provision or any other provision.

Any waiver must be in writing and signed by an authorized representative of Diamond Stay.

43. Assignment

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of Diamond Stay.

Diamond Stay may assign or transfer its rights and obligations under these Terms without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of assets.

44. Entire Agreement

These Terms, together with the Privacy Policy, Refund Policy, and any booking-specific terms presented during the reservation process, constitute the entire agreement between you and Diamond Stay regarding your use of the Website and supersede all prior or contemporaneous agreements, communications, and understandings relating to the subject matter.

45. Contact Information

Questions regarding these Terms or the services provided by Diamond Stay may be directed to the contact information published on the Diamond Stay Website.

Diamond Stay will make reasonable efforts to respond to customer inquiries in a timely manner.

if you want to change your reservation, please you must contact us 72 hrs previous your arriving date, by email us at info@diamondstay.com or call us to (786)-431-5670.